



**CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT**

**1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507**

REQUEST FOR BID

NO. 07-009

“Annual Contract for Crushed Rock Flexible Base Material”

DATE ISSUED: September 22, 2006

**SEALED BIDS TO BE SUBMITTED BEFORE:
2:00 pm C.S.T., Monday, October 09, 2006**

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.bryantx.gov/departments/purchasing/texeth.htm>. If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

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INTRODUCTION

The City of Bryan is soliciting bids for Annual Contract for Crushed Rock Flex Base Material.

Sealed bid packages for **Bid #07-009** will be accepted until 2:00 p.m., Monday, October 09, 2006 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

Karen Sonley, Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
(P) (979) 209-5505 (F) (979) 209-5507
ksonley@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at <http://www.bryantx.gov/departments/purchasing/>.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and objective bid evaluation, all questions related to this Request for Bid shall be addressed in writing. **Questions must be submitted in writing (US Mail, Fax or E-mail) to the individual identified above prior to 10:00 a.m. Central on Tuesday, October 03, 2006.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City Council of the City of Bryan, Texas.

Roger D. Dempsey,
Purchasing Manager

SCHEDULE OF EVENTS

- September 22, 2006 - Release bid request to vendors.
- September 22 & 29, 2006 - Advertisement dates.
- October 03, 2006 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- October 09, 2006 @ 2:00 p.m. C.S.T – Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.
- November 14, 2006: Anticipated date of award.

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL- The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT- An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR- The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD- Chase-MasterCard

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid.. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form, if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its

obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 7) Unauthorized alteration of bid form. Owner reserved the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the total long-term cost to the City to acquire the bidder's goods or services; and
- g. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation from these specifications must be indicated on the attached Deviations from Specifications form.

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the deviations page. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. Invoices for Bryan Texas Utilities must be submitted by the successful bidder in duplicate to Bryan Texas Utilities, Accounts Payable, P.O. Box 1000, Bryan, Texas, 77805. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment if invoice is paid within ten (10) days, are encouraged.

Taxes

The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

INSURANCE REQUIREMENTS

The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Purchasing Department
1309 E. MLK Street
Bryan, TX 77803

CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER <div style="font-size: 48px; font-weight: bold; text-align: center; margin-top: 20px;">SAMPLE</div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT. PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC AGG \$
D	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
E	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE-EA EMPLOYEE	\$ 500,000
					E.L. DISEASE-POLICY LIMIT	\$ 500,000
F	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation policy to include a Waiver of Subrogation in favor of the City of Bryan. (All Endorsements must be submitted with the certificate).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Bryan Attn: Purchasing Department 1309 E. Martin Luther King Bryan, Texas 77803		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SPECIFICATIONS

“Annual Contract for Crushed Rock Flexible Base”

RFB# 07-009

SCOPE

It is the intent of this Request for Bid to establish an “Annual Contract for Crushed Rock Flexible Base” with a supplier capable of furnishing the City’s annual requirements, in accordance with all terms, conditions and specifications herein.

MATERIAL DELIVERY

All delivered materials shall be delivered by end dump trucks or trailers. All materials delivered shall be to a site, within the City limits of Bryan, designated at the time the order is placed. All deliveries will be made between the hours of 7:30 A.M. to 3:00 P.M. on normal workdays, unless otherwise specified at the time the order is placed. The supplier shall be responsible for hiring, dispatching, following up and paying its carrier for all materials purchased and delivered to the City, if applicable. The supplier shall furnish the City with a weight ticket showing the net tons delivered by each truck. The city will require the supplier to have adequate equipment and trucks available to deliver a minimum of 1000 tons in a five (5) day work period between the hours of 7:30 A.M. and 3:00 P.M. The City reserves the right to pick up materials in City trucks as needed for smaller jobs.

QUANTITIES

The quantities listed herein are estimates based on the past year's usage and our anticipated requirements for one (1) year period. The City does not guarantee nor imply that these estimates will be our actual requirements and does not guarantee any given quantity to purchase. Material will be ordered or picked up on an as-needed basis.

BID PRICING

Pricing to be firm fixed pricing for the entire contract period. Bid unit pricing to be specified by material cost per ton and a separate cost for the delivery cost per ton. No additional charges will be allowed.

SPECIFICATIONS

CRUSHED STONE FOR FLEXIBLE BASE: The materials shall consist of durable particles of crushed stone mixed with approved binder material. The processed materials, when properly slaked and tested by standard laboratory methods shall meet the requirements of section 247, Texas State Department of Highways and Public Transportation, 1993 Standard Specifications for Construction of Highway, Streets, and Bridges. Supplier may be required to furnish test results made by an independent laboratory on materials to be furnished to the City.

BID SHEET**(Page 1 of 3)****“Annual Contract for Crushed Rock Flexible Base”
RFB# 07-009**

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request #07-009.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, unit price will prevail. **Bid unit pricing for material and delivery charges separately. No additional charges will be allowed.**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Item No.	Estimated Quantity	Description and Unit Price in Words	Material Unit Price Per Ton	Delivery Price Per Ton	Total Delivered Price
#1	10,000 TONS	TxDOT Standard Specification Item 247, Type A, Grade 1 , Crushed Stone.			
#2	10,000 TONS	TxDOT Standard Specification Item 247, Type A, Grade 4 , Crushed Stone.			
TOTAL BASE BID (ITEMS 1-2)			\$ _____		

Company Name: _____

“Annual Contract for Crushed Rock Flexible Base”

SPECIFY: Location of Stock Yard _____

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

Company Name: _____

CERTIFICATION OF BID

(Page 3 of 3)

CERTIFICATION and AUTHORIZATION:
RFB #07-009

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street	City	State	Zip
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Order Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Remit Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Federal Tax ID No.: _____

Date: _____

NOTICE OF NON-PARTICIPATION

RFB #07-009

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
Attn: Roger D. Dempsey,
Purchasing Manager
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____

Address: _____

Phone number: _____

Fax number: _____

Reason for no response to this RFP:

- _____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Opening date does not allow sufficient time to complete
_____ Cannot meet requirements - please briefly explain:

Other remarks: _____

Signature

Title